Table 1 below includes questions related to RFP Sections I through IX as submitted by VoteCal project bidders, with answers provided by the SOS VoteCal project team. Table 2 includes questions related to Appendix A—State Contract. Bidder names have been removed from both tables.

Table 1: RFP Sections I through IX, Questions and Answers

#	RFP Reference	Bidder Question	SOS Response
1	General Printing/Binding	What are the binding requirements for the RFP Response submission (will the state allow the vendor to duplex the document)?	There is not a requirement for how the proposal is bound. Yes, bidders may duplex the document.
2	Section VI.D, #4	When looking at the electronic Bidder Library there is SOS Information Security Policies and Practices (Currently under development) - when will this information be available?	The document is under development and will be posted to the project library when it is adopted. Specific security questions may be submitted to SOS in the meantime.
3	Exhibit V.4 - Small Business	The following statement is made, does this include all hardware, software and licensing as well as services? "I am not a Small Business, but will be subcontracting at least 25% of the total contract dollar value to a certified Small Business. A copy of the Small Business certification from the OSDS is provided along with a completed GSPD-05-105 form."	Yes, as long as the Small Business performs a commercially useful function..
4	Section VI.B.1 Project Management Requirement P1	Within the requirements it states "In addition to the Bidder staff, the PMP must identify activities for the SOS staff along with the SOS approval points **or** signoff." What does "or" signoff mean? (is this a typo?)	This is a typo—the word should be "**for.**" The sentence should read "In addition to the Bidder staff, the PMP must identify activities for the SOS staff along with the SOS approval points for signoff." This correction will appear in Addendum 2.

#	RFP Reference	Bidder Question	SOS Response
5	General - Overall Scope	The RFP states that there are four main components to the project scope: 1. VoteCal System 2. Interfaces to External State Agencies 3. Modification to Existing County EMS Systems 4. Integration of VoteCal and County EMS Systems We were told in orals that State of California would be responsible for remediation of County based EMS, which seems to be component 3. This leads to a lack of clarity on which components will be the responsibility of the awardees and which will be the responsibility of the State. Which of the four components would be responsibilities of the awardees and so would form the cost basis for the bid?	The four main components listed in the project scope were found in Section IV. This section is an overview of the proposed system and is not intended to cover in detail the responsibility of the awardee. The only component the awardee is not responsible for is #3 - the Modification to Existing County EMS Systems. All other requirements are documented in this RFP.
6	Section IV.E.8 (j) Data Conversion	Since the number of counties who may choose to convert data to the VoteCal EMS is unknown, how should bidders estimate costs for these data conversion efforts? Or are they out of the initial scope for this opportunity?	SOS is preparing supplemental information and will document this in Addendum 2.
7	General	After successfully completing this project is the migration of counties into the EMS part of the Maintenance & Operations work?	No.

#	RFP Reference	Bidder Question	SOS Response
8	Page II – 3, item d. Page V-4, item 3, Letter of Bondability	As the State has instigated several protections including deliverable based payments, 10% holdback, and liquidated damages, in alignment with AB617, will the State remove the 50% performance bond?	No, the State will not remove the performance bond.. However, the State is considering options to modify these protections that if made will be reflected in a future addendum. The Performance Bond will include all hardware and software. This change will appear in Addendum 2. The bonding amount includes the one-year maintenance and operations period but not the five-year optional period. The 10% withholding is a statutory requirement. See PCC §12112.
9	Page VI-12, S1.9 reads "The VoteCal EMS application must be web based, compatible with IE 6.0 …"	Why are there requirements for the VoteCal EMS in the VoteCal System section?	This requirement is for the VoteCal system, not the optional EMS. The requirement should read "The VoteCal application must be web based, compatible with IE 6.0 …". This correction will appear in Addendum 2.
10	Page VI-21, S4.3 reads "If an existing registration record is found for the voter, based on an exact match from the query in S46…"	Where is S46?	The requirement should read "If an existing registration record is found for the voter, based on an exact match from the query in S4.2…" This correction will appear in Addendum 2.
11	Page VI-21, S4.4 reads " If VoteCal cannot find an exact match to an existing record from the query in requirement S46…"	Where is S46?	The requirement should read "If VoteCal cannot find an exact match to an existing record from the query in requirement S4.2" This correction will appear in Addendum 2.

#	RFP Reference	Bidder Question	SOS Response
12	Page IX-6, Table IX.3, last bullet on page cannot be read.	What does the last bullet say?	The last bullet reads: "Does the PMP include a Resource Management component? Are roles and responsibilities clearly defined throughout development and implementation?" This correction will appear in Addendum 2.
13	General	Please confirm that the draft proposal can be marked 'confidential.' The draft proposal may contain architectural specifications and product development plans that we do not want shared with the competition at this stage of the process.	All submittals, draft and final, become public record once an "intent to award" is issued. RFP Section II.D.7.i will be revised in Addendum 2.
14		Can you provide more information about the $35 million cap on this project? Will this funding cover only the implementation, and first year of operations? Or, is some of this funding earmarked to pay for the optional 5 year maintenance and operations? Will this funding cover the state and countywide implementations?	$35 million is the cap on the VoteCal contract through implementation, the first year of M&O (warranty period) and the 5 years of software maintenance.
15	Table IX.1 identifies that the Optional VoteCal EMS Business Requirement is given a score of 1,000 points.	How is this optional, as the 1,000 points make up part of the total 10,000 points awarded?	The VoteCal EMS is optional because bidders can elect not to include a VoteCal EMS in their proposal. Proposals that do not include a VoteCal EMS component would not be eligible for any of the points allotted for the VoteCal EMS in the scoring of their proposal. (Please refer to RFP Sections IX.F.6 and IX.G for details on scoring of the VoteCal EMS.) Further, if the winning proposal includes a VoteCal EMS component, the Secretary of State may decide whether or not to exercise that option.
16	General	Can you provide a Word or Excel version of the charts and forms in the RFP?	Forms to be submitted with the proposal are available in Word on the SOS website: http://www.sos.ca.gov/elections/votecal_rfp.htm

#	RFP Reference	Bidder Question	SOS Response

17	Questions regarding EMS Option	1. What will you base your decision on when selecting the EMS software? Will it be responses to questions in Table VI.2 only?
		
		2. Should the proposal include a separate executive summary and general description of the proposed EMS solution, perhaps a draft of the first five Deliverables II.1 on Attachment 1 SOW, page 7:
		
		  a) Executive Summary
		
		  b) Description of general architectural design for VoteCal EMS
		
		  c) Description of the database
		
		  d) Description of processing functions
		
		  e) How third party products will be integrated into the solution.
			1. The EMS software will be selected as part of the entire proposal submitted by the bidder scoring the highest number of points per Section IX, Evaluation and Selection.
			
			2. No. There should be one Executive Summary that includes both the VoteCal and the EMS solutions.

18	Questions regarding EMS Option	If the SOS does not exercise the EMS option immediately, is it possible that vendors, other than the one awarded this contract, could be selected to develop the EMS software?	If the winning proposal includes an optional VoteCal EMS component the Secretary of State may choose to (a) exercise that option simultaneous with the development and implementation of the VoteCal system, or (b) exercise the option at a later point in time as a second phase to the project, or (c) choose to not exercise the option at all. If the Secretary of State does not choose to exercise the option for a VoteCal EMS as part of the winning proposal and, at some point in the future wants to develop and implement an integrated EMS as part of the VoteCal system, this would become an entirely new project and a separate procurement, outside the scope of this project and this RFP.
19	Questions regarding EMS Option	Is the intent of the statewide EMS software solution to offer a software solution to the 5 non DFM or DIMS counties? Or, will the statewide EMS software be made available (or be mandatory) to all counties?	The EMS solution, if implemented, would be available to all counties but would not be mandated.

#	RFP Reference	Bidder Question	SOS Response
20	Questions regarding EMS Option	Will we build a proposal for a statewide EMS, or one for optional implementation by the County?	This contract is for a system implemented by the State.
21	Questions regarding EMS Option	If the EMS system is developed specifically for the State of California, can the EMS vendor also license the end product to other jurisdictions across the country?	Yes.
22	Technical questions (33–38)	Can any code, in the form of applets be installed on county/state workstations to support the VoteCal EMS? The concern stems from a pure browser based solution makes is extremely difficult to work with peripherals such as printers, scanners, data collection devices, etc.	Bidder's proposed solution must be able to ensure that each execution of the application automatically uses the most current software version. See also response to #28.
23		What are the state standards for security settings for browsers? Specifically, will the VoteCal EMS allow for code applets installation or cookie modification?	The VoteCal EMS will allow for code applets installation or cookie modifications.
24		Will the state update to newer versions of SQL Server, Oracle, Windows Explorer, etc as part of this project? The RFP lists older versions of software in the documentation.	SOS does not require any existing environment to be used or upgraded.
25		The RFP indicates the counties can keep their current EMS vendor. Will counties continue to maintain a copy of their local voter roles that are in sync with the state or will counties rely solely on the state wide database? How does this affect local elections and validation?	HAVA mandates that the data contained within the VoteCal database serve as the official list of registered voters and as the basis for determining an individual's eligibility to participate in an election. To ensure compliance, the VoteCal RFP includes requirements to ensure compliance with this and other HAVA mandates.
26		If awarded the contract, when will vendors receive technical documentation to interface with state agencies, other vendors, external interfaces, etc?	Bidders were provided hard copies of this information during the Confidential Discussions. Bidder's may also request to view these same documents via the Bidder Library contact.

#	RFP Reference	Bidder Question	SOS Response
27		Can you provide detailed data specifications for other state agencies including batch and XML transmissions?	Bidders were provided hard copies of this information during the Confidential Discussions. Bidder's may also request to view these same documents via the Bidder Library contact.
28	Page IV-14, 8(b).	Page IV-14, 8(b). The requirement states, "The VoteCal EMS application must be implemented so that it can be run on existing county workstations using Microsoft Windows-compatible web browser application, the installation of additional software on the county workstations." A word appears to be missing from this statement. Will SOS please clarify?	The text should read: "The VoteCal EMS application must be implemented so that it can be run on existing county workstations using Microsoft Windows-compatible web browser application, without the installation of additional software on the county workstations." See also response to #22. This correction will appear in Addendum 2.
29	VIII.B.3, pg VIII-2, V. Req A3 thru A12, pg V-3, Exh v.t, pg V-15, Volume I, Section 3, I.3 Administrative Requirements Response, Intro and Exhibit V.5	A9 thru A12 misnumbered. Where does Exh V.5 go?	The requirements are misnumbered. There is a total of 12 requirements. Exhibit V.5 is to be submitted in Volume I–Response to Requirements, Section 3– Administrative Requirements Response. The change will be documented in Section VIII.B.1 These changes will appear in Addendum 2.
30	Table VI.3 - T1.1	Are any devices currently deployed to the Counties in order to support Two-Factor authentication (e.g. RSA tokens, SSL client certificates, Smart cards, key dongles)? If so, does the currently deployed mechanism meet the requirement of T1.1?	No.
31	Table VI.3 - T1.16	Is there an "Industry Standard" hardening process that VoteCal would prefer to be followed? What hardening standard is currently used by VoteCal?	There is no standard VoteCal should follow. SOS has no preference.
32	Table VI.3 - T1.16	Would hardening systems to meet or exceed an appropriate CIS benchmark Score fulfill this requirement?	Yes

#	RFP Reference	Bidder Question	SOS Response
33	Table VI.3 - T1.17	What Certificate Authority (CA) does VoteCal currently use for generating SSL certificates?	VoteCal does not exist. The proposed solution must not require end users to install a certificate in order to avoid error messages.
34	Table VI.3 - T1.17	Does VoteCal currently maintain its own Certificate Authority (CA) for generating SSL certificates?	See response to #33.
35	Table VI.3 - T9.1	Does VoteCal desire logs to be retained in such a way that Chain-of-Custody can be maintained?	This is not a requirement.
36	Signature Capture and Retention	How many signatures, per individual, over the life of the application will need to be kept?	Please see technical requirement T4.3 for the specifications for affidavit and signature image capacity.
37	Section 1 - Introduction and Overview of Requirements, F. Key Action Dates, Page I-3	The schedule states the following two dates and their respective activities: 4. Last day to submit questions for clarification of the RFP requirements and requests for contract language changes prior to Pre-Draft Confidential Discussions - 2/4/08 and then 6. Last day to submit (1) requests for contract language changes, (2) questions for clarification, or (3) requests for changes to the RFP requirements. What is the difference between the two events, other than the date? Can we submit questions until March 3rd?	Per Addendum 1 questions may be submitted to SOS by March 17, 2008. This is an additional round of Q & A prior to Draft Proposals.
38	Section VI Project Management, Business, And Technical Requirements, B. Project Management Activities and Plans, Project Progress Assessment, and Status Reporting, Page VI-4, Requirement P10	What is expected of the bidder's project manager, their involvement, reporting information, etc. during the VoteCal Steering Committee Meeting?	The following text will be included in Addendum 2, Appendix A, Exhibit 2, page 3 to clarify: "The vendor project manager must attend the monthly VoteCal Steering Committee Meeting and be prepared to provide a summary of vendor activities: accomplishments to date, the reasons tasks are delayed and how the schedule will be recouped, issue response and risk mitigation."

#	RFP Reference	Bidder Question	SOS Response
39	Section VI Project Management, Business, And Technical Requirements, B. Project Management Activities and Plans, 4. Data Conversion, Requirement P12	The first bullet states "Data conversion approach, method, roles and responsibilities, and the extent of county legacy data clean-up required;" Can SOS please provide a representative sample of data that will need clean-up, or at least a detailed description of the necessary clean-up?	The text will be amended as follows: "Data conversion approach, method, and roles and responsibilities." The paragraph at the end of the bullets that reads "The draft Data Conversion Plan must provide an estimate of the SOS and county election staff resources that will be needed during the data conversion effort." will be deleted. Both of these changes will be included in Addendum 2.

#	RFP Reference	Bidder Question	SOS Response
40	Section II, E.3, Disposition of Proposals Per Section II, Rules Governing Competition, Exhibit II.A, § 7, "[a]ll Proposals become public documents." Section II.E.3, Disposition of Proposals, also states: All materials submitted in response to this RFP upon submission are the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section I.F - Key Action Dates. However, materials the State considers, in its sole opinion, to be confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon the request of the Bidder.	Please identify the State's procedures for determining "in its sole opinion" what portion of a proposal constitutes a Bidder's confidential information. Please explain the State's procedures for ensuring that a Bidder's confidential information included in its proposal is not disclosed to the public. If "marking any portion of a Draft or Final Proposal as 'confidential,' 'proprietary,' or 'trade secret' may exclude it from evaluation or consideration for award, unless specifically approved by the State in writing prior to submission of the Draft, or Final Proposal," what steps should a Bidder take to seek such approval? If proposals become "the property of the State of California," what prevents the State from using an unsuccessful Bidder's proposal?	See #13 Bidders should submit in writing any requests to the Procurement Official listed in Section I.D.

#	RFP Reference	Bidder Question	SOS Response
41	Section V1, Page VI-108, Req# T15.1	Can the SOS further clarify county data conversion specifications and vendor responsibilities to facilitate a responsive pricing proposal?	The bidder must provide all required services to convert and import existing data in counties converting to the VoteCal EMS through the contracted maintenance period, in accordance with the SOS-approved Data Conversion and Transition Plan and schedule. Vendor will be responsible for: • Conversion of applicable existing electronic data; and • Capture and conversion of any non-electronic data that is in the county's possession and is required for the registration record of currently registered voters, including associated data necessary for resolution of street addresses into precinct assignments and from precinct assignments to political districts. .
	Section V1, page VI-98, Req# T6.1	Please confirm the following statements are accurate:	
42		1. SOS does not want bidders to propose a new network infrastructure, per se.	Bidders must propose the network infrastructure to meet RFP requirements. Bidders may use, upgrade, or replace the existing network infrastructure.
43		2. SOS does want bidder to look at existing bandwidth to counties and interface locations and identify where more bandwidth is required and identify the cost of this additional bandwidth (state has committed to provide us with costs of various size frame relay circuits)	Yes.
44		3. SOS will be providing one time and recurring pricing for various size WAN connections for the above purpose?	A link to the web site for common carrier CALNET pricing will be added to the Bidders' Library. Bidders will be notified when this has been done.
45	T12.1	Please confirm that T12.1 is for 2nd level and above help desk support.	Yes.
46	T12.2	Does SOS maintain a 24x7 level 1 support help desk?	No.

#	RFP Reference	Bidder Question	SOS Response
47	T12.2	To help minimize cost, would SOS prefer level 2 and 3 help desk support to be at a different level such as on call during off hours?	Bidders may propose any support configuration that provides the required escalation and service level.
48	T12.7	What would be the process for integrating with SOS's existing help desk ticketing system?	SOS does not require help desk integration.
49	IV - Proposed System And Business Processes B. VoteCal Project Scope - At minimum, the State requires a voter registration database that is fully compliant with all applicable federal and state laws and regulations. The Secretary of State (SOS) will not limit proposals to a particular architecture, nor to specific component products, except to the extent that the capabilities and limitations of certain architectures or products affect the ability to meet the legal requirements.	What is the total number of county and state system users that would be using the system at any given time?	Please refer to Technical Requirement T4.2 (RFP, Section VI) for system capacity requirements with respect to the number of users.
50	Section V – Administrative Requirements Exhibit V.5 – Administrative Requirements Response Matrix	It appears that Section V; Administrative Requirements has eleven (11) Administrative Requirements. Exhibit V.5 – Administrative Requirements Response Matrix lists twelve (12) Administrative Requirements. Please confirm that there is not an Administrative Requirement 12 to which Bidders should respond.	See response to #29.

#	RFP Reference	Bidder Question	SOS Response
51	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement- Requirement S1.1,S1.3, S1.4,S2.1,S3. VoteCal must provide all county users with read-only access to the data for registered voters within other counties. VoteCal must provide the ability for authorized SOS administrators to view and update all data provided by all counties. VoteCal must automatically send electronic notice to the appropriate county whenever SOS administrators make changes to a voter record.	VoteCal must provide all county users with read-only access to the data for registered voters within other counties. VoteCal must provide the ability for authorized SOS administrators to view and update all data provided by all counties. VoteCal must automatically send electronic notice to the appropriate county whenever SOS administrators make changes to a voter record. Please clarify voter information that would be changed by authorized users at the Office of the SOS.	While it is not expected that SOS users would be routinely updating voter registration and related data, authorized SOS users should have the ability to update any data within the system except VoteCal audit data or audit data from county election management systems.
52	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirement S2.13	VoteCal must capture, store and display the current status of any voter's registration, as well as historic changes in status, effective dates for such changes and reasons for the change. At a minimum, the status options must include: Active, Inactive, Cancelled, Pending and Declined. Please provide an explanation for the use of the NVRA status "Declined" in reference to the traditional use of 'Active', Inactive', 'Cancelled' and 'Pending. Are 'Declined' voters added to the county EMS systems?	"Declined" status would represent persons who had applied to be registered voters but for whom registration was declined for some reason (e.g., not US citizen, not of voting age, missing required information such as date of birth). Vendors should propose a system and interface with the county EMSs that supports capture of this data.

#	RFP Reference	Bidder Question	SOS Response
53	Table VI.1- S1.5 - VoteCal must support an interface with independent counties that manage voter registration through their own election management systems (EMS). Where identified in specific business requirements, the interface must be interactive.	Can the vendor assume that all Counties are connected to the State via a backbone network? Can the vendor assume that this network has the bandwidth necessary to effectively support the VoteCal system?	As part of their proposal, Bidders should propose a network infrastructure that fully addresses the requirements of the RFP and is appropriate to the technology of their proposed solution.

See responses to #42 and #43. |
| 54 | VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirement S2.21   VoteCal must be capable of displaying the current and historic images of the voter's signature independently from the affidavit. | In regards to the requirement to capture previous Affidavit and Signature images -How many images do you expect to maintain in history? | See response to #36. |
| 55 | VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S4.12   VoteCal must provide electronic notice to the county on the suspension of new or modified voter registration data on the basis of an IDV finding of a SSN4 "single match – deceased." | Please clarify what type of acknowledgement would be received from VoteCal when finding a SSN "single match – deceased." | Under existing regulations, the voter's registration cannot be approved until this is resolved. The exact format of the communication between VoteCal and the county EMS would be dependent upon the bidder's proposed solution. |

#	RFP Reference	Bidder Question	SOS Response
56	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S2.14 - VoteCal must verify that the new or reregistered voter has been assigned to a valid home precinct. Voters that have not been assigned to a valid home precinct must be flagged for county follow-up and resolution, and an electronic notice sent to the appropriate county for investigation.	Who will maintain master data for address to precinct mapping?	For counties that integrate with the VoteCal system using their local EMS, the RFP only requires that the VoteCal system be capable of receiving the home precinct assignment from the county EMS and validating that it is a valid existing precinct (RFP Section VI, Requirements S2.27, and S4.14). The RFP assumes that the data and functionality for mapping from address to precinct exists within the county EMS.
57	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S7.2, 9.4 - VoteCal must provide the option to include the following data on the VNC: Assigned precinct; and Assigned US Congressional, State Senate, State Assembly, State Board of Equalization and County Supervisory districts.	Is the SOS-managed central database issuing Residency Confirmation Postcard (RCP) or State-mailed VNCs), or is it the responsibility of the county?	Under current statute, Counties are primarily responsible for mailing RCPs and VNCs to voters. The RFP requires that the system must capture and store record of such mailings as part of a voter's record. (RFP Section VI, Requirements S7.3,) Further, the VoteCal RFP specifies that the VoteCal system must be capable of generating these voter mailings on behalf of a county, and must provide electronic notice to the county for each voter when it does so. (RFP Section VI, Requirements S7.4 through S7.8, and S15.1 through S15.4)

#	RFP Reference	Bidder Question	SOS Response
58	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S24.1- In accordance with EC §2187, VoteCal must generate and print the Report of Registration (ROR) in the currently established format. (Refer to the Bidder's Library)	What frequency do you expect to run this report?	Elections Code §2187 requires that the Secretary of State compile and publish the Report of Registration as of the following dates: 60 days prior to each statewide primary and general election; 14 days prior to each statewide primary and general election; 154 days prior to all statewide primary elections; and February 10th of each odd-numbered year.
59	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S25.1 - VoteCal must generate State "ballot pamphlet" or Voter Information Guide (VIG) mailing lists of registered voters eligible to vote in an upcoming election that meets the established specifications for this mailing list.	Please provide the type of format for the State "ballot pamphlet" or VIG (Voter Information Guide) and mailing lists	The format for mailing lists has been added to the Bidders' Library.
60	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirements S26.7 - VoteCal must include the ability for authorized SOS administrators to insert one or more fictional registration records into each PVRDR extract to "salt" the data extract so that improper use of the data can be traced to the particular PVRDR data release.	Please clarify the purpose or intent of using fictional registration records.	California Elections Code stipulates that voter registration data is confidential and can only be provided to certain qualified persons and entities, such as political parties, candidates, journalists and academic researchers. Further the law imposes severe penalties for misuse of this data, such as use for commercial purposes. Inserting a unique fictitious registration record into each voter registration data extract would provide a mechanism of detecting when registration data is improperly used and a means of tracing the data back to its source.

#	RFP Reference	Bidder Question	SOS Response
61	VI – Project Management, Business and Technical Requirements. - Training-Requirement P11 - Bidders must provide orientation and training for county staff integrating VoteCal with their existing EMS. Training must be conducted at up to five regional locations (North, Bay Area, Central Valley, Southern California, and Sacramento) to be provided by SOS.	The RFP requires that the vendor provide orientation and training for county staff integrating the VoteCal system with their existing EMS. 1. Does the state have a county-by-county breakdown of the number of users who will require training? 2. What role will the EMS vendor play to ensure that their system will integrate?	For counties that integrate with VoteCal using their EMS, it is anticipated that the bidder would provide generalized training to county users on VoteCal system processes and policies, as well as specific training on any user interfaces that directly interact with the central VoteCal system. The State does not have a county-by-county breakdown of the number of county users who will require such training. Bidders should reasonably estimate these needs and estimate the associated costs based on the technologies and architecture of their proposal. It is assumed that the county EMS vendors would provide their users with training on how to interact with their system and any modifications made to that system for remediation.
62	VI- Mandatory VoteCal System and Independent County Uploading Business Requirement - Requirement P11 - The Bidder's Proposal must provide a draft Data Conversion Plan, which describes. .	Will the vendor be able to assume in its Data Conversion Plan that the Counties will be provided a format to submit their data for conversion? Can we assume that any changes necessary to the County's EMS system will be the responsibility of the Counties?	Bidders may propose a data submission format. See also response to #39. Counties and/or their vendors will be responsible for required changes to their EMSs and the data contained within them.
63		Because the State may not exercise its option to purchase VoteCal EMS for as long as three years after the award of the VoteCal system, bidders will need to inflate their bids with respect to EMS to protect against inflation. As an alternative, is the State willing to accept a bid that includes price escalators for EMS that are tied to the Consumer Price Index?	The State is considering this request. If such a request is accepted it will be issued in a future addendum.

#	RFP Reference	Bidder Question	SOS Response
64		In order to create an acceptable risk profile for potential vendors, avoid costs associated with a larger risk profile, and to mirror the limitations provided for the State's liability, is the State willing to reduce the limit on contractor's liability from two to one times the purchase price?	The State is considering this request. If such a request is accepted it will be issued in a future Addendum.
65	Page V-4, item 3, Letter of Bondability	The bonding requirements states "50% of the Project Deliverables cost (excluding Hardware)." Our review of the Project Deliverables does not include any software licensing costs. Please confirm our understanding that the "50% of the Project Deliverables cost" excludes any costs associated with software?	See #8.
66	Page V-4, item 3, Letter of Bondability	The RFP states that the length of time for surety consideration shall be through one year of maintenance. Does the 50% bonding amount include the one year mandatory maintenance costs and the optional five years of maintenance costs?	See #8.
67	Page V-4, item 3, Letter of Bondability	As with other RFPs of similar budgets here in California, will the State consider removing the bonding requirement of the warranty and maintenance period (one-year) and limiting the bond to 50% of the deliverable costs associated with the Design, Development, and Implementation of the system?	See #8.

#	RFP Reference	Bidder Question	SOS Response
68	Page V-4, Requirement A4	In alignment with other RFPs from the State, and in order to increase the number of qualified bidders, will the State consider modifying Requirement A4 to say, "Bidders must provide a minimum of three (3) Bidder customer references for customers of the Bidder and one (1) for their key subcontractors that presently have similar technology and business functionality installed and operating, and where the Bidder provided the implementation services as stated above on Exhibit V.1. A sub contractor's reference can be used if the subcontractor was the prime contractor for the contract and the subcontractor will receive at least 25 percent (%) of the proposed VoteCal implementation costs in Cost Table VII.1 – VoteCal System – Project Deliverables."	The requirement will be changed to read: Bidders must provide a minimum of three (3) Bidder customer references for customers of the Bidder and one (1) for each of their key subcontractors that presently have similar technology and functionality installed and operating for a comparable business process, and where the Bidder provided the implementation services as stated above on Exhibit V.1.

Table 2: Appendix A—State Contract, Questions and Answers

#	Contract Location	Bidder Question	SOS Response
69	Exhibit E	Where is Exhibit E?	In Appendix A, State Contract, Attachment 6 Item #2 it reads "No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E…". The sentence should read "No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see #13 below...". This change will be included in Addendum 2.
70	Attachment 6, section 3 - Secretary of State Special Provisions	Please confirm our understanding that section 3 of Attachment 6, Secretary of State Special Provisions, is not intended to apply the Hatch Act to vendor employees. The relevant statement from section 3 states: "The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds."	Correct. The Hatch Act applies only to employees of the federal government, and to some state and local government employees who are employed in programs funded by federal loans or grants. More information about the Hatch Act is available at the following link: http://www.osc.gov/hatchact.htm
71	Appendix A – State Contract	Will the State utilize PCC 6611 post Cost Proposal Opening in order to negotiate final terms and conditions with the vendor who has scored the most points in the Evaluation and Scoring of Final Proposals?	While the State reserves the right to negotiate (if the State deems necessary), requests for changes to contract language must be submitted prior to the submittal of draft proposals (see #72) in accordance with the Section I.F, Key Action Dates. All final proposals must comply with the RFP requirements including Appendix A, Contract.
72	General	What is the best method for submitting changes needed to contract and licensing documents to conform to the vendors' products and the commercial off the shelf products to be supplied?	Bidders may propose changes to the contract by submitting a redline/track changes version of the contract (i.e., indicating exactly what contract language should be changed).

#	Contract Location	Bidder Question	SOS Response
73	Attachment 1 Exhibit 3 states that the VoteCal EMS option might not be implemented immediately, but the option might be exercised 24 to 36 months and/or when funding becomes available.	Are you referring to funding to develop and implement the solution in the SOS office, only? For counties that select the EMS implementation, who will pay for the implementation, including hardware, training, data conversion, maintenance and continuing help desk support? In the Cost section, perhaps tables should be added to detail county hardware, implementation and maintenance costs? For example, the Optional Cost Table VII.10, perhaps an additional table can be added for the vendor to provide an estimate of hardware, software, and implementation (including data conversion and training) for each county?	Bidder is only responsible for bidding the requirements in the RFP. There is no requirement for the Contractor to provide counties with implementation commodities or services.
74	Questions about Software Licensing and Continuing Services for EMS software	If a vendor with existing EMS software redevelops the product to meet the specific needs of the State of California, does the State consider the software to be Third-Party Software? This is important because in Attachment 1 SOW, page 11, it will clarify whether the license grant applies to the software.	No. Please refer to Appendix A–State Contract, Attachment 1–SOW, section 9(c), page 11 of 16. The State considers this software to be VoteCal EMS software.
75	In (i) License Grant on page 11, you state, "the license granted above authorizes the State to use the VoteCal EMS on any Computer System for each California county for which SOS has exercised the option and paid the fees specified in this contract for that county,"	Does this mean that a fee will be paid by each county to use the software? The Counties currently pay continuing licensing fees for EMS software maintenance. This entitles them to upgrades and help desk support. Will you consider altering the RFP to specify that the EMS vendor can offer to the counties continuing licensing fees for services?	The State's relationship with the counties is not a factor in the VoteCal contract. SOS will not alter the RFP licensing provisions.

#	Contract Location	Bidder Question	SOS Response
76	On Attachment 1 SOW, page 12 Fees and Charges, you state that "upon payment of the onetime contracted fee for every county for which the State chooses to exercise the VoteCal EMS option, the license grant to the state for use by those counties will be perpetual without recurring use charges."	Are you saying that the vendor can only charge a onetime fee to each county for the software?	Contractor may only charge the SOS for licensing and maintaining the EMS option.
77	Appendix A—State Contract; Attachment 1, SOW; Section 9(b)(vii), Future Releases: You state that "if improved versions of the VoteCal EMS, or any other software product identified in the Contractor's Proposal as a basis or component of the VoteCal EMS, are developed by the Contractor, and are made available to other licensees, the will be made available to the State at the State's option at a price no greater than the price offered to other government licensees to upgrade from the version provided to the State to the new version."	This seems to acknowledge that EMS vendors will continue to improve their product features, upgrade to the latest hardware and software platforms available, adapt to changing federal and state voting regulations, and also adapt to changes in voting processes such (recent examples are the movements towards early voting and vote by mail.) This also seems to naturally lead to the conclusion that continuing licenses for services and updates is a solid plan. Who will be responsible for providing post implementation support, including training, to state and county personnel?	The Section referenced does not match the wording within the RFP. Please restate the question.

#	Contract Location	Bidder Question	SOS Response
78	Section IV, E.5.h. – Code Ownership and Software Code Disclosure.	Please confirm that any commercial-off-the-shelf software (COTS) applications are not subject to this requirement. Please confirm that COTS will be delivered in object code only and the State's use will comply with the applicable licensor's standard license grant restrictions.	See Appendix A, Attachment 1, Section 9.
79	Section IV, E.5.h. - Code Ownership and Software Code Disclosure; and, Appendix A, Attachment 1, Statement of Work, §8.a. Section IV, 5 (h) of the RFP, entitled "Code Ownership and Software Code Disclosure", includes the following statements: "Because of the importance and sensitivity of the voter registration process, SOS requires that it obtain full use, access and modification rights to all application software provided in response to this bid."	Section 8(a) of the Statement of Work states, "Acceptance of the VoteCal Application will be governed by this Statement of Work. The SOS will not accept such software as a deliverable until the source code, the object code, the complete software release implementation directions, and any additional software, whether or not it was specifically included in the Bidder bid, that is required to prepare, modify, document or operate the system software, have been delivered and licensed to the SOS."

Is commercial software excluded from these requirements? | See response to #78. |
| 80 | Appendix A, Attachment 1, SOW, 11.a. | Will the State strike the 10% payment holdback requirement, given that the State also requires a performance bond? | The 10% holdback is a state contracting requirement and cannot be waived by SOS. See PCC §12112 |
| 81 | Appendix A, Attachment 1, SOW, 11.c. | The liquidated damages are set at $2,500 per working day that the Final Implementation Date is delayed.   Please establish a cap on the amount of liquidated damages. | The State is considering this request. If such a request is accepted it will be issued in a future Addendum. |

#	Contract Location	Bidder Question	SOS Response
82	Appendix A, Attachment 1, SOW, 11.c.	The related liquidated damages are specified to occur if for any reason the Contractor is delayed in meeting the Final Implementation Date specified in the project schedule at the time of award. In the event the Final Implementation Date is delayed through no fault of the Contractor, or by mutual agreement of the parties during the implementation, please confirm that liquidated damages will arise only for failure to meet the Final Implementation Date in a revised project schedule and only if the Contractor is the sole cause of the delay?	If the contractor believes liquidated damages are improperly assessed, the dispute resolution process shall be used.
83	Appendix A - General	Please provide a complete list of any other documents that will comprise the contract other than the following: Attachments 1 through 6 of the RFP, the Bidder's proposal, the standard forms specifically identified in either the RFP or in Attachments 1 through 6.	The list provided on Appendix A General, Standard Agreement (STD 213) is inclusive of the contractual agreements.
84	Appendix A, Attachment 2, §2.c. – Contract Formation	Please clarify if a Contractor bids as prime contractor to the State with the use of Subcontractors that such Subcontractors will not be jointly and severally liable for the performance of the entire Contract. Our understanding is that if a bid is submitted by Co-Primes, then this provision would apply.	The prime contractor is fully accountable for the successful execution of the contract. There is no provision in the RFP for "co-primes."
85	Appendix A, Attachment 2, §11. – Order of Precedence	The order of precedence that applies in the event of any inconsistency between contract documents states that immediately after the general provisions, "contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto" will apply to resolve the inconsistency. Please explain when "Purchase Order STD 65" will be used.	The State is considering this request. If such a request is accepted it will be issued in a future addendum.

#	Contract Location	Bidder Question	SOS Response
86		Please list all of the standard forms that are part of the contract and remove the "etc." Please augment this section to state, "…any amendments thereto that exist as of the effective date of the contract" to clarify that the State cannot unilaterally change a term of the contract through its amendment of a State form.	The State is considering this request. If such a request is accepted it will be issued in future addendum.
87	Appendix A, Attachment 2, §12 – Packing and Shipping	The contract states that no charge for delivery, packing, insurance, cost of bonds, etc. "will be paid by the State unless expressly included and itemized in the Contract." Please confirm that bidders must include these items as separate line items even if they are part of the total proposal price.	These costs only apply to transportation and must be included in the deliverable.
88	Appendix A, Attachment 2, §18.b. – Warranty	The requirement states that in the event the State believes that harmful code may be present in any Commercial Software delivered, the Contractor will provide a master copy of the Software for comparison and correction if requested by the State. Is it the State's intent to require release of the source code and programming documentation associated with the master copy? Who is responsible for conducting the comparison and correction if the master copy is made available by the applicable licensor? Will the State consider striking this requirement, if we are unable to attain the proprietary source code from the applicable licensor?	This requirement can be met by providing a master copy of the object code.
89	Appendix A, Attachment 2, §20. – Insurance	Please provide a list of the insurance minimums that "the State deems appropriate under the Contract." (Quoting from Clause 20)	Refer to requirement A5. The State is reviewing other limits and will advise in a future addendum.

#	Contract Location	Bidder Question	SOS Response
90	Appendix A, Attachment 2, §22. – Termination for Convenience of the State	Substantial preparatory work and resource dedication will be required to design and implement the solution contemplated by this RFP, over a significant period of time. Please confirm that the State's interpretation of 22.a.c.(ii) will include compensation to the Contractor for all materials and labor put forth by Contractor (and its subcontractors/suppliers) regardless of completion of delivery and acceptance by the State. Preferably, we prefer that the State remove its ability to terminate for its convenience (except when related to non-appropriation of annual fiscal funds), given the substantial work effort contemplated for this engagement.	These are standard terms negotiated by the State and IT industry and will not be changed.
91	Appendix A, Attachment 2, §26 – Limitation of Liability	Please confirm that proposing a different limitation of liability and different indemnification provisions would not be viewed as a "qualification statement or condition" that would result in a rejected bid. [Per Exhibit II.A, "…proposals that contain qualification statements or conditions must be rejected."]	Bidders may propose changes to the contract by submitting a redline/track changes version of the contract (i.e., indicating exactly what contract language should be changed) in accordance with Section I, Key Action Dates. However, Final Proposals submitted with changes to contract language not previously approved by the State will be rejected.
92	Appendix A, Attachment 2, §26 – Limitation of Liability	We request that liability be limited to direct damages only in an amount not to exceed the greater of: (i) the entire amount paid by the State to the Contractor under this Contract and (ii) $1,000,000. There should be no exclusions from this limitation; i.e., sub-provision 26 (b) is deleted. The liquidated damages set forth in the Statement of Work, section 11(c), shall be limited to the lesser of: (i) the entire amount paid by the State to the Contractor under this Contract and (ii) $500,000.	Please see #64.

#	Contract Location	Bidder Question	SOS Response
93	Appendix A, Attachment 2, §26 – Limitation of Liability	Please remove the exceptions to the exclusion of "consequential, incidental, indirect, special, or punitive damages" set forth in provision 26 (d) of the Contract General Provisions. I.e., delete the words "except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above." In particular, the exception for "costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action" (quoting from 26 b (iv)) results in there being no exclusion of any consequential, incidental, indirect, special, or punitive damages on the State but an absolute exclusion of such damages from any Contractor claim. Is this the State's intent?	Nothing is specified in the Statement of Work regarding damages. Accordingly, there is no reason to remove this language.

These are standard terms negotiated by the State and IT industry and will not be changed. |
| 94 | Appendix A, Attachment 2., 36.b. - Documentation   The requirement states that if the Contractor is unable to perform maintenance (which may result if the State modifies the deliverables without our involvement or consent), that we will agree to license (potentially proprietary) documentation to another Contractor that the State may have hired to maintain the Equipment. | We request that it be modified to require the originating contractor's (or the applicable manufacturer/licensor's) prior written consent, which we may withhold if said replacement contractor is a competitor to the originating contractor and the information is considered trade secret information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain commercial economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Controlling access to this information is key to reduce the potential use of an article of trade or a service having commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. | Provide the specific proposed language change in a redline/track change version of the contract. |

#	Contract Location	Bidder Question	SOS Response
95	Appendix A, Attachment 2., § 45, Covenant Against Gratuities	Unless required by law, please remove the "cost of cover" in the event the State terminates the contract for any improper gratuity. I.e., delete the words "and any loss or damage sustained by the State in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for by the Contractor"	These are standard terms negotiated by the State and IT industry and will not be changed.
96	Appendix A, Attachment 6, SOS Special Provisions, §2	Please provide a copy of Exhibit E referenced in item 2 of Attachment 6, SOS Special Provisions.	See # 69.
97	Appendix A, Attachment 6, SOS Special Provisions, §3	Item 3 of the Secretary of State Special Provisions states that, "the provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds." Please confirm that the Hatch Act will not apply to the winning Bidder's employees.	See #70.
98	Appendix A, Attachment 6, SOS Special Provisions, §12	• Item 12 of the Secretary of State Special Provisions incorporates OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations") and OMB. • Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments) and states that they "shall govern with respect to all aspects of this program." We are a "commercial item" supplier, as that term is defined in the Federal Acquisition Regulation at 2.101(b). As such, in accordance with the "Applicability" section of the Circular (section 3), we are not subject to the cost principles in OMB Circular A-87. Please confirm that the State does not expect a "commercial item" supplier to comply with cost principles.	The State is researching this Federal Regulation.
99	Appendix A, Attachment 6, SOS Special Provisions, §12	We have reviewed OMB Circular A-133. Please clarify how this Circular would apply to a Bidder.	The State is researching this Federal Regulation.

#	Contract Location	Bidder Question	SOS Response
100	Contract	While Bidder appreciates the State's need to structure incentives that ensure the contractor will complete this project on time, requiring a 50% bond, a 10% holdback, and liquidated damages is unusual and unnecessarily increases the costs and risks associated with this project. Is the State willing to negotiate eliminating one or more of these requirements?	See #8.
101		If not, is the State willing to negotiate modifications to these requirements that would reduce the burden on the contractor while still maintaining sufficient protections? For example, would the State be willing to negotiate a lower bond requirement, excluding hardware and third party software deliverables from the hold back requirement, and/or including liquidated damages in the cap on contractor's liability?	See #8.
102	Atch 1 SOW, 2, d - During Maintenance and Operations, the Contractor agrees to maintain third-party maintenance agreements, and to provide staffing at appropriate numbers, experience and training, so that a Mean Time To Repair, including any software or data restoration necessitated by the outage, for hardware failures is 4 hours or less, and all routine maintenance is performed as specified in the Contractor-provided documentation for the delivered system, and third-party vendor specifications and requirements	Section 2(d) of the Statement of Work requires the contractor to "maintain third-party maintenance agreements." Because future costs of third-party maintenance agreements cannot be determined now, it is usually less expensive for Bidder's customers to purchase third-party maintenance agreements at cost than it is for Bidder to include enough margin in its price proposal to protect against future price fluctuations. Is the State willing to agree that, while Bidder will negotiate all third-party maintenance agreements and manage the renewal process, the State will pay for those agreements directly?	No. During the M&O period, the contractor is responsible for meeting service levels for maintenance and repair, and for the costs of any third-party support the contractor believes necessary to assist it in meeting those service levels.

#	Contract Location	Bidder Question	SOS Response
103	SOW, 9, a (a) Third-Party Software Products - These provisions apply to generally available Third-Party Software Products included in the completed VoteCal system, such as operating system, database, network, security and other utility programs. These provisions do not apply to any portion of the VoteCal Application Software and VoteCal EMS Application Software Products developed or otherwise provided to the State under this Contract. . .	Section 9 of the SOW, Section 18 of the SOS VoteCal IT General Provisions, and other clauses in the contract documents require contractor to provide license and warranty rights in third party software that are not commercially available and that the contractor may not be able to obtain. With respect to third-party software products generally available to the public, is the State willing to accept that software pursuant to the third party software providers' standard end user license agreements, subject to a right to require the contractor to use other software if the license terms are unacceptable to the State? Alternatively, is the State willing to negotiate changes to the contract language necessary to make the contract requirements consistent with the rights in third-party software that contractor is able to provide to the State?	Yes, as Third Party Software is defined in the Statement of Work, Attachment 1, Section 9.(a).

#	Contract Location	Bidder Question	SOS Response
104		Is the State willing to negotiate changes to the licensing provisions of the contract that would protect contractor's intellectual property rights in its pre-existing software, including language that:· · More clearly limits the State's right to use contractor's intellectual property to the operation and maintenance of the State's own Voter Registration system; · Allows the contractor to maintain ownership of derivative works of its pre-existing intellectual property, and · Clarifies that the State's license in that pre-existing intellectual property is not exclusive of contractor's other customers? Without limiting the State's ownership interest in materials first created pursuant to this contract, is the State willing to provide contractor with a license to use those materials? Doing so would avoid disputes over ownership of intellectual property without limiting in any way the State's ability to maintain and operate its voter registration system.	The State will consider this request. If such a request is accepted, it will be issued in a future addendum

#	Contract Location	Bidder Question	SOS Response
105	SOW, 9, b, vii (b) VoteCal System Application Software Includes any application software developed or otherwise provided by the Contractor to meet the business functional requirements of this contract for the VoteCal Application. This provision does not apply to Third-Party Software Products, as described in I above, or to the VoteCal EMS Application Software products as described in III below. vii. Future Releases Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the VoteCal Application, or of any software product identified in the Contractor's Proposal as a basis or component of the VoteCal Application, are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the price offered to other government licensees to upgrade from the version provided to the State to the new version.	If selected for the EMS project, *[bidder]* would use a modified version of its proprietary Voter Registration system to meet the specifications described in the RFP. Section 9(b) (vii) in the Statement of Work could be interpreted to require Bidder to provide the State with copies of any future implementations of that same proprietary system for other customers. Is the State willing to eliminate this provision or negotiate language changes that would make it clear that this provision would not apply to custom implementations of proprietary software products created for other customers?	No.

#	Contract Location	Bidder Question	SOS Response
106	Section 18 of the SOS VoteCal IT General Provisions	Is the State willing to negotiate minor changes to the warranty language in the contract, such as modifying Section 18 of the SOS VoteCal IT General Provisions to provide that contractor warrants that Deliverables will be tested for harmful code at the time of delivery and that the results of these commercially reasonable tests indicate that no harmful code is present?	Bidders may propose changes to the contract by submitting a redline/track changes version of the contract (i.e., indicating exactly what contract language should be changed).
107	Section 20 of the SOS VoteCal IT General Provisions	Has the State determined what insurance coverages will be required for this project pursuant to Section 20 of the SOS VoteCal IT General Provisions? Bidders need to know what insurance the State will deem appropriate for this project in order to determine whether they can satisfy that requirement.	See response to #89.
108	Section 28 of the SOS VoteCal IT General Provisions	Bidder understands Section 28 of the SOS VoteCal IT General Provisions to require contractor to indemnify the State for damages caused by individuals and entities working on the project through the contractor, not for other individuals and entities who may be doing work on the project directly for the State and over whom contractor would have no control. Can the State confirm that this interpretation is correct?	Yes. The contractor is responsible for damages resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract.
109	Section 4 of the State Model IT Purchase Special Provisions	Please confirm that Section 4 of the State Model IT Purchase Special Provisions would not apply to the contractor selected for the project. Please also confirm that Section 3 of the State Model IT Purchase Special Provisions would apply only to hardware and third-party software purchased from other vendors.	Sections 3 and 4 (Price Decline – applicable to third-party contractors and to manufacturers, respectively) both apply to this contract. If the contractor sustains price decline in either circumstance, these savings (including reductions in tax, finance or other charges) shall be passed on to the State.
110	Attachment 2, Page 12 of 21	Please clarify the contractor's limitation of liability under 26a. Will the State consider reducing the amount of vendor liability to 1x contract price?	See response to #64.

#	Contract Location	Bidder Question	SOS Response
111	Attachment 1, Statement of Work, Page 14 of 16	We propose that the following language be added to item (c) Liquidated Damages: "If for reasons under the Contractor's direct control, the Contractor is delayed in meeting the Final Implementation Date, Liquidated Damages in the amount of two thousand five hundred dollars ($2500) per working day may be assessed for each working day the Final Implementation Date is delayed not to exceed 10% of the total contract value (Maximum Assessment)."	See response to #81 and 82.